

# RULES AND REGULATIONS INCLUDING PRIVACY POLICY AND COOKIE POLICY

## §1. PREAMBLE

### 1.1 Purpose

"Kleks Academy" is a reference to the series of children's novels written by Jan Brzechwa, part of the project of planned film productions, the idea of which is to offer activities that stimulate the imagination and creativity of Kleks Academy Members, enabling the acquisition of Multi-D NFT, under the terms and conditions set forth in these Terms and Conditions, as well as other documents provided by the Service Provider.

### 1.2 Kleks Academy

The Administrator and Service Provider of the Website is: Kleks Academy Sp. z o.o. with its registered office in Warsaw, 18 Wołoska St. with KRS number: 0000959909, NIP: 5213959930, whose registration files are located in the District Court for M.ST. Warsaw, XIII Economic Department of the National Court Register with a share capital of PLN 50,000.00, having the status of a micro-entrepreneur within the meaning of the Act of March 8, 2013 on Counteracting Excessive Delays in Commercial Transactions, and therefore the User acknowledges that any statements should be addressed exclusively to this entity. Administrator's contact information:

- 1) Address for correspondence: 18 Wołoska St., 02-675 Warsaw, Poland
- 2) E-mail address: info@kleks.academy
- 3) Tel. no.: +48 22 640 27 06

For the purposes of these Terms and Conditions - the Site, the Administrator and the Service Provider will be referred to collectively as "Kleks Academy".

### 1.3 Entrepreneurial status of the Administrator

The Administrator informs that he acts in trade as a business, which means the user enjoys the rights of the consumer under EU and national consumer protection law.

## §2. GENERAL PROVISIONS

### 2.1 Scope of Services Provided

The user through the website [www.kleks.academy](http://www.kleks.academy) has the opportunity to purchase a Multi-D NFT with the implemented rights described in these regulations.

### 2.2 Definitions

**Personal Data Controller** - the entity that decides on the means and purposes of personal data processing;

**Kleks Academy** - referring to the series of children's novels written by Jan Brzechwa, part of the project of planned film productions, the idea of which is to offer activities that stimulate the imagination and creativity of the members of Kleks Academy;

**Kleks Academy Member/User** - any Multi-D NFT and FRECKLE\$ holder, being an individual, legal entity or unincorporated entity, involved in the project and entitled to use the experiences and capabilities implemented in the token;

THE TOKENS ARE  
DISTRIBUTED BY THE  
COMPANY  
KLEKS ACADEMY SP. Z  
O.O.

**FRECKLE\$** - is a virtual currency within the meaning of the Anti-Money Laundering and Countering the Financing of Terrorism Act, performing a payment and settlement function by accepting parties to transactions as an alternative means of payment;

**KYC/AML** - a set of activities, as a result of which information about an individual user is obtained. These activities are performed in order to determine the appropriate scope of financial security measures for a given business relationship or transaction and to assess AML/CFT risks, taking into account specific risks. The collection is also systematically updated to the extent required by law;

**Token minting** - the process involved in generating a Multi-D NFT with the intention of giving cryptographic security and enabling the transfer of tokens on the blockchain;

**Multi-D NFT** - a multi-faceted non-exchangeable token, minted on ERC-721-compliant contracts implemented on the Ethereum blockchain, the various aspects of which will be revealed during cyclical discovery events with implemented permissions described in these rules;

**Kleks Academic Roadmap** - a schedule setting the dates of significant events and the various stages of the project;

**Discord server** - a place to publish the latest announcements about projects, contests and community votes;

**ICT system** - a set of cooperating IT devices and software, providing processing and storage, as well as sending and receiving data via telecommunications networks by means of a terminal device appropriate for the type of network;

**Tokens** - the collective name for Multi-D NFT and FRECKLE\$;

**Service Provider/Administrator** - Kleks Academy Sp. z o.o., based in Warsaw, Poland;

**Virtual currency** - means virtual currency as defined in Art. 2. para. 26. of the Law on Prevention of Money Laundering and Financing of Terrorism;

### 2.3 Interpretation of the regulations

- 1) References to "Paragraph", "Paragraph", "Item", "Letter" are references to the editorial unit of these documents;
- 2) The headings are purely organizational and can only affect the interpretation and interpretation of the regulations in a subsidiary manner;
- 3) A reference to a document shall be a reference to the relevant document and any subsequent amendments or modifications thereto, unless the content of the reference indicates otherwise;
- 4) In the regulations, except when the context requires otherwise:
  - a) Words that specify one type, include all types,
  - b) words that specify the singular also include the plural, and words that specify the plural also include the singular,
  - c) Words beginning with a capital letter shall be given the meaning defined in paragraph 2.2. of the Regulations;

## §3. CONCLUSION OF THE AGREEMENT

### 3.1 User

The contract may be concluded by natural persons, legal entities and other organizational units which are granted legal capacity by separate acts. The age of majority of a natural person is determined by the law of the particular country from which the User comes, with the minimum age for entering into a contract being 18.

### 3.2 Agreement

- 1) The user enters into a contract for the provision of services and confirms that he/she has familiarized himself/herself with the provided terms and conditions, and in particular:
  - a) The scope of services provided,
  - b) Checkboxes;
- 2) The contract is concluded when the Multi-D NFT and FRECKLE\$ are transferred to the User's disposal.

### 3.3 Statements for the acquisition of Multi-D NFT and FRECKLE\$

- 1) The User declares that he acts in his own name and on his own behalf, and in particular he is not an entity and does not act on behalf of a person or entity that is a citizen or resident of countries whose laws restrict or prohibit participation in the processes collectively and commonly referred to as Initial Coin Offering, virtual currencies (cryptocurrencies) and Non-fungible token. You also declare that the funds used to acquire Multi-D NFT and FRECKLE\$ come from legitimate sources;
- 2) You acknowledge and agree that Multi-D NFT and FRECKLE\$ **are not:**
  - a) registered document, to order or issued to bearer, as well as a financial instrument and a participation unit or investment certificate within the meaning of the relevant national laws at the location of the Service Provider,
  - b) a retail collective investment product within the meaning of Article 4. of Regulation (EU) No. 1286/2014 of the European Parliament and of the Council on key information documents for retail collective investment products and insurance investment products (PRIIPs) and is not subject to state-guaranteed regulation.

### **3.4 User's declarations with regard to the activities carried out by Kleks Academy**

The User, represents and warrants to the Service Provider that he/she accepts the provisions of these Terms and Conditions in their entirety, without reservations or additions, and acknowledges and agrees that:

- a) The minting of Multi-D NFTs and the issuance of FRECKLE\$ is not a public offering, an alternative investment fund management activity or an activity performed by an investment fund, and that the activity of the Service Provider is not a banking activity or an insurance or reinsurance activity within the meaning of the relevant national laws at the place of the Service Provider's registered office,
- b) By entering into the process of acquiring Tokens, it does not in any way join the Service Provider's company, does not form a company with the Service Provider, nor does it acquire corporate rights in the Service Provider's company and does not enter into a legal relationship of a similar nature with the Service Provider, including, for example, a joint venture.

### **3.5 User Verification**

The Service Provider shall, as part of the User's activity on the Site, verify the User for the purpose of applying anti-money laundering and counter-terrorist financing regulations. In accordance with the requirements of the law, the Service Provider shall re-verify Users in the event of a need for verification, according to its internal security procedure. Additional verification may consist of the need to send other documents confirming the identity of a particular User.

### **3.6 Duration of the Agreement**

The contract is concluded for an indefinite period of time. The User may terminate the contract by directing an e-mail to the Service Provider's address. The Service Provider may retain the data necessary to identify the User in case of claims or inquiries by authorized authorities.

### **3.7 Termination of the Agreement by the Service Provider**

The Service Provider reserves the right to terminate the contract with immediate effect for an important reason, in particular in the case of violation of important provisions of these regulations by the User, which is considered to be, in particular, the dissemination of information by the User that adversely affects the Service Provider's business, as well as in the case of suspicion of commission by the User of crimes referred to in Article 165a (financing a terrorist crime) and Article 299 (money laundering) of the Criminal Code, or in connection with the application of anti-money laundering and terrorist financing regulations.

### **3.8 Obligation to provide Tokens without defects**

The Service Provider is obliged to provide the Users with Tokens without defects, in accordance with the content of the contract. The Service Provider shall be liable to the Users for non-compliance of the Tokens with the contract in accordance with the rules set forth in the provisions of the Act of May 30, 2014 on Consumer Rights in Article 43a to 43g and also in the provisions of the Act of April 23, 1964 of the Civil Code with the exception of the provisions of the third book of Title XI of Chapter II.

### **3.9 User's entitlements due to non-compliance of Tokens with the content of the contract**

A user who exercises his rights due to nonconformity of Tokens with the content of the contract may demand its repair (i.e., bringing it to a condition in accordance with the content of the contract) or replacement, subject to the

**ACQUISITION OF TOKENS  
DOES NOT GUARANTEE  
THAT THE USER WILL  
RECEIVE FINANCIAL OR  
ECONOMIC BENEFITS**

**THE CONTRACT IS  
CONCLUDED FOR AN  
INDEFINITE PERIOD OF  
TIME**

stipulations set forth in Article 43d paragraphs 2 and 3 and Article 43e of the Law of May 30, 2014 on Consumer Rights.

## §4. ACQUISITION OF TOKENS AND USE OF SERVICES

### 4.1 Multi-D NFT

The user gets the opportunity to purchase a Multi-D NFT with the following features:

- a) **Discovery** - the various tiers of Multi-D NFTs will be revealed during cyclical discovery events, according to the Kleks Academic Roadmap, during which new rarity features pertaining to their Multi-D NFTs and new benefits associated with them will be revealed to holders,
- b) **Inherent** - membership of Multi-D NFTs in the set selected due to the minting period:
  - Multi-D NFT from the Kleks Academy Multi-D NFT collection - Multi-D NFT with the shape of a cube (hexahedron) with six sides,
- c) **Uniqueness** - each Multi-D NFT is a unique collector's item,
- d) **Timeliness** - the benefits offered by Kleks Academy associated with having a Multi-D NFT are time-limited, except for the graphics, which are transferred indefinitely,
- e) **Depositivty** - for each Multi-D NFT, \$5 FRECKLE\$ will be released daily for a period of 2469 days up to the amount of 12,345 FRECKLE\$,
- f) **Authorization** - some of the Multi-D NFTs will allow you to visit the film set directly and meet the actors during the production of the film.

#### FEATURES OF MULTI-D NFT

### 4.2 NFT multi-D standard

Each Multi-D NFT will conform to ERC-721 standards, implemented on the Ethereum blockchain, available through the Metamask wallet with the possibility of resale on secondary markets.

### 4.3 Privileges associated with Multi-D NFTs

Acquisition of a Multi-D NFT entitles Users to receive benefits, subject to the terms and conditions set forth herein:

- a) Each Multi-D NFT will release \$5 FRECKLE\$ every day, which will reach its full potential in 2469 days with an amount to be released of 12,345 units for one Multi-D NFT,
- b) Multi-D NFT is intended to be a multi-faceted token, the various tiers of which will be discovered during cyclical events in accordance with the Kleks Academic Roadmap, giving each holder the opportunity to discover (several times) new rarity features of their Multi-D NFT, including, in particular, access to new unique experiences, bonus FRECKLE\$ releases and other limited rewards,
- c) Some Multi-D NFTs will provide opportunities to meet with the director and producers of the film,
- d) Some of the Multi-D NFTs will allow direct visits to the film set and meeting with actors during the production of the film,
- e) Some of the Multi-D NFT allows access to the possession of props or costumes used during film production,
- f) Some of the Multi-D NFTs offer the opportunity to spend an hour with the director in the editing room,
- g) Some of the Multi-D NFTs give you access to tickets for the movie premiere,
- h) Benefits and entitlements under the Multi-D NFT, with the exception of graphics, are temporary and redeemable on dates determined by the Kleks Academic Roadmap,
- i) After minting, Multi-D NFTs will be available for resale on secondary markets such as OpenSea,
- j) The purchaser of a Multi-D NFT, along with the token in question, acquires the maximum possible number of FRECKLE\$ (12345), the acquisition of which is staggered, and the proportion of the price paid by the purchaser is distributed in the ratio of 80% to FRECKLE\$ and 20% to Multi-D NFT.

#### PRIVILEGES UNDER MULTI-D NFT

### 4.4 FRECKLE\$:

FRECKLE\$

- a) As of the minting, each Multi-D NFT will have the opportunity to release \$5 FRECKLE each day, with a total of 12,345 units for one Multi-D NFT to be released in 2469 days,
- b) Several contests will be organized for the community around the project, with bonus FRECKLE\$ as prizes; The contests will be created in cooperation with psychologists and educators to develop and inspire creativity and empathy,
- c) Multi-D NFT holders will also have the opportunity to release earlier bonus FRECKLE\$ during the discovery events of the next Multi-D NFT tier. The amount of resources released depends on the rarity of the Multi-D NFT in question; The bonus FRECKLE\$ release will provide an incentive for members of the Kleks Academy to hold (aka hoard) their Multi-D NFTs and become more active in the Kleks Academy community.

#### 4.5 Organization of competitions and tasks

- 1) The Service Provider will organize contests on the Discord to obtain prizes, in particular Multi-D NFT and additional freed FRECKLE\$;
- 2) All the latest announcements about projects, contests and community votes will be available on the Service Provider's Discord server.

#### 4.6 Use of the Services as intended

Each User agrees to use the Services in accordance with their intended use, applicable laws, social and moral norms, and the provisions of these Terms and Conditions. The User is obliged to protect all his/her passwords, logins and private keys allowing access to Multi-D NFT and FRECKLE\$, from access by third parties and is subject to the prohibition of providing content of an unlawful nature.

THE USER IS OBLIGED TO  
PROPERLY SECURE  
HIS/HER WALLET AGAINST  
UNAUTHORIZED ACCESS

#### 4.7 Transfer of Tokens to a third party by the User

- 1) The transfer of Tokens by the User under any legal or factual title to a third party, shall be considered by the Service Provider as equivalent to the transfer of receivables (within the meaning of Article 509. et seq. of the Civil Code) of the User, arising from the relationship referred to in these regulations to a third party, and consequently the Service Provider, shall consider this third party as the User, entitled to the benefits implemented in the Tokens;
- 2) The transfer of claims will be to the full extent of the rights of the existing User;
- 3) The Service Provider is not obliged to verify - in any way - whether the person presenting the Token, is the authorized holder of the Token and whether he/she is a person entitled to any benefits from the Service Provider.

TRANSFER OF TOKENS TO  
THIRD PARTIES

#### 4.8 Unauthorized access to user's Multi-D NFT and FRECKLE\$

Any consequences arising as a result of third parties coming into possession of passwords, keys or other data enabling access to Tokens belonging to the User, shall not give rise to any liability on the part of the Service Provider.

#### 4.9 Processing of data allowing access to User Tokens

The Service Provider does not process or retain the access data, enabling the management of Multi-D NFT and FRECKLE\$, including the private keys of the Users. The User is obliged to protect the aforementioned access data, because in case of their loss, the Service Provider has no possibility to recover them. In the event of loss of access data, including, in particular, private keys, a situation may arise in which the User will irretrievably lose all Tokens, assigned to a given wallet address, for which the Service Provider is not responsible.

#### 4.10 Withdrawal from the Agreement

If the User is a consumer, the Service Provider shall provide Tokens as delivery of digital content not delivered on a tangible medium, for which the User is obliged to pay the price, and the Service Provider shall commence performance with the express and prior consent of the User, who has been informed before the commencement of performance that after performance by the Service Provider he will lose the right to withdraw from the contract, and has accepted this, and the Service Provider has provided the User with the confirmation referred to in Article. 15 (1) and (2) or Article 21 (1) of the Consumer Rights Act, so that the User loses the right to withdraw from the concluded contract - Article 38 (1) (13) of the same Act.

WITHDRAWAL

#### 4.11. Knowledge of blockchain technology

The User declares that he/she has familiarized himself/herself with the scope of services provided by the Service Provider, as well as obtained all necessary information and

data, which he/she considers sufficient to decide to accept these Terms and Conditions, as well as to proceed to minting Multi-D NFT and using FRECKLE\$, and has extensive knowledge of the functioning, use or usability of software based on blockchain technology and is aware of the specific risks associated with the technology in question.

#### **4.12 Copyright protection for the content of the Website**

The Service, including, in particular, any source code, graphical signs constitute a work within the meaning of the Law on Copyright and Related Rights and any copying, disposal and use of it without the consent of the Administrator is prohibited.

#### **4.13 Information on the features and characteristics of Tokens**

Information about the price of Tokens, features, quality and important characteristics of Tokens is available directly on the site where Tokens are offered (OpenSea marketplace) and is included in the content of the offer of individual Tokens.

#### **4.14. The scope of the Service Provider's obligations in connection with the conclusion of the contract**

Obligations related to the conclusion of the contract under which the User acquires Tokens are entirely the responsibility of Service Provider.

## **§5 Periods and conditions of purchase**

### **5.1 Multi-D NFT and FRECKLE\$ purchase periods**

- 1) The purchase of Multi-D NFTs will be possible during the Q3 2022 minting - 2920 Multi-D NFTs with a cube (hexahedron) shape with six sides will be offered,
- 2) Before organizing the minting referred to in paragraph 1, the Service Provider plans the so-called Early Bird Sale, i.e. the possibility of reserving future 1234 Multi-D NFT and FRECKLE\$ until the start of the minting. In this regard, the provisions of these Regulations shall apply only from the moment of acquisition of Multi-D NFT and FRECKLE\$ by Users, and the reservation of future tokens shall be regulated in a separate reservation agreement for NFT tokens.

### **5.2 Acquisition of Multi-D NFT and FRECKLE\$**

- 1) Acquisition of Multi-D NFT and FRECKLE\$ will be made for Ethereum virtual currency, as well as for fiat currencies PLN (Polish zloty) and USD (US dollar);
- 2) In exchange for the transfer of payment, the User receives an equivalent benefit, so it is agreed that the User is not entitled to additional claims;
- 3) The purchaser of a Multi-D NFT along with the token in question acquires a maximum number of FRECKLE\$(12345), the total acquisition of which is staggered.

### **5.3 Account registration**

In order to purchase Multi-D NFT and FRECKLE\$, the purchaser must create an account on the Service Provider's website, after logging in to which the User will have access to the visual version of the Multi-D NFT acquired.

### **5.4 Implementation time**

The execution time in the scope of delivery of Multi-D NFT and FRECKLE\$, is carried out automatically and depends on the individual payment processor used by the User at the time. Fulfillment in terms of transfer of tokens to an individual User, as a rule, is carried out immediately, but no later than within 48h from the moment of correct payment by the User, subject to the possibility of extending this deadline in the event of situations beyond the Service Provider's control, such as technical interruptions, blockchain network failures, or the occurrence of force majeure in the broadest sense, to a maximum of 7 days.

### **5.5 Revenue generated from the project**

#### **MULTI-D NFT AND FRECKLE\$ PURCHASE PERIODS**

- 1) The service provider will receive a 7.5% royalty on all Multi-D NFT sales in secondary markets;
- 2) The service provider will also earn revenue from fees associated with FRECKLE\$ transactions within the Kleks Academy website ([www.kleks.academy](http://www.kleks.academy));
- 3) With the intention of supporting social projects, the Service Provider will donate 1% of all revenues to the educational organization Ashoka (website link: <https://www.ashoka.org/en-aaw/about-ashoka>).

## **§6 Documentation obligation**

### **6.1 Type and form of fiscal document issued**

The Service Provider will be required to issue an invoice in electronic form after the performance of services and acceptance of these Regulations by the User. This invoice meets the requirements of the Value Added Tax Act, which requires the taxpayer who keeps records of sales using cash registers to issue a fiscal receipt or invoice.

## **§7. TECHNICAL REQUIREMENTS**

### **7.1 Technical conditions**

In order to use the Service, the User must have devices that allow the use of the Internet, connect to the Internet, have a browser that allows the display of web pages, such as Internet Explorer versions 5.5 and higher, or Opera versions 7 and higher, or Firefox versions 1 and higher, or Google Chrome versions 5.0 and higher, or Safari 5, or higher, with cookies enabled, supporting encrypted SSL connections and JavaScript, have an active electronic mail (e-mail) account for the use of individual Services, and a program that reads files in PDF (Portable Document Format).

### **7.2 Objections to possible changes in technical requirements**

The service provider reserves the right to change the technical requirements for providing services.

### **7.3 Liability of the service provider**

The Service Provider is not responsible for the User's failure to comply with the technical requirements listed in the Regulations.

### **7.4 Technical risk**

The service provider stipulates that the use of the services may involve technical risks, classic for the use of information systems. Users should protect their electronic connections and devices from unauthorized access, including, in particular, the installation of anti-virus software.

### **7.5 Securing the ICT system**

The service provider shall ensure that the service recipient uses the service in a manner that prevents unauthorized access to the content of the message comprising the service, in particular, using cryptographic techniques appropriate to the characteristics of the service provided.

## **§8. SANCTIONS AND COMPLAINTS**

### **8.1 Sanctions**

Violations of the provisions of these regulations, will result in termination of the service contract.

## COMPLAINT PROCEDURE

### 8.2 Report violations, complaints to the Service Provider

Users and third parties may report violations, complaints and appeals of decisions to the Service Provider's email address. The notification must include:

- 1) designation of the reporting person or entity;
- 2) An indication of whether the User has acquired Tokens;
- 3) A precise description of the application.

### 8.3 Provision of a response by the Service Provider

The Service Provider shall provide information on the recognition of the application by e-mail within 14 (in words: fourteen) days from the date of its receipt. The response to the application will be sent to the applicant at the address provided by the applicant in the application.

### 8.4 Form of response

The applicant's submission of an electronic application is tantamount to consenting to receive an electronic response from the Service Provider.

## §9. PRIVACY POLICY

### 9.1 Data processing

From the submission of data by the User to the Service Provider, the User consents to the inclusion of his personal data in the Service Provider's collection and to their processing for the purpose of providing services in accordance with the provisions of these Regulations.

**The administrator of the data is Kleks Academy Sp. z o.o., based in Warsaw, 18 Wołoska St., with KRS number: 0000959909, NIP: 5213959930, whose registration files are located in the District Court for M.ST. Warsaw, XIII Economic Department of the National Court Register with a share capital of PLN 50,000.00, having the status of a micro-entrepreneur within the meaning of the Act of March 8, 2013 on Counteracting Excessive Delays in Commercial Transactions, and therefore the User acknowledges that any statements should be addressed exclusively to this entity. Administrator's contact information:**

- 1) **Address for correspondence: 18 Wołoska St., 02-675 Warsaw, Poland**
- 2) **E-mail address: info@kleks.academy**
- 3) **Tel. no.: +48 22 640 27 06**

The User is responsible for providing false personal information. By accepting this Privacy Policy, the User agrees to the principles of collection, processing and protection of his/her personal data in connection with the use of the Website.

### 9.2 Maintain profiles on social networks

The service provider has public profiles on social networks. Accordingly, it processes the data that visitors to these profiles leave (including comments, likes, online IDs). The personal data of such persons is processed in order to enable them to be active on the profiles, in order to run the profiles effectively, by presenting the users of the portals with information about the initiatives and other activities of the Service Provider and in connection with the promotion of various events, services and products, for statistical and analytical purposes, alternatively it may be processed for the purpose of claiming and defending against claims.

### 9.3 Processing of personal data of staff members of contractors or clients working with the Service Provider

In connection with the conclusion of contracts in the course of its business, the Service Provider obtains from contractors/customers data of persons involved in the execution of such contracts (e.g. persons authorized to contact, executing orders, etc.). The scope of the transferred data is in each case limited to the extent necessary for the performance of the contract and usually does not include information other than name and business contact details.



**PURPOSES OF DATA  
PROCESSING**

#### **9.4 Respect for privacy**

The Service Provider assures that it makes every effort to ensure that the processing of personal data by the Service Provider is carried out with the utmost respect for the privacy of the persons whose data are processed and with the utmost care for the security of the processed personal data, and in particular assures that it has taken all measures prescribed by law to secure the personal data sets.

#### **9.5 Measures used**

The Service Provider declares that it applies technical and organizational measures to ensure the protection of processed personal data appropriate to the risks and categories of data protected, and in particular protects personal data from unauthorized access, processing in violation of the law, and loss, damage or destruction.

#### **9.6 Scope and purpose of processing**

The Service Provider processes Users' personal data for the following purposes:

- 1) Establish, amend, perform or terminate the contractual relationship between the Service Provider and the User, in particular:
  - a) Conducting e-mail correspondence, traditional correspondence and telephone contact - the personal data contained in this correspondence/voicemail is processed solely for the purpose of communication and resolution of the matter to which the correspondence/voicemail relates, based on Article 6(f) of the RODO, which is a legitimate interest of the controller;
  - b) Electronic contact forms - personal data is processed for the purpose of identifying the sender and handling his/her inquiry sent through the form provided - the legal basis for processing is the necessity of processing for the performance of the contract for the provision of services Article 6(1)(b) of the RODO; with regard to data provided optionally, the legal basis for processing is consent Article 6(1)(a) of the RODO;
  - c) performance of the contract - performance of rights and obligations under the contract on the basis of Article 6(1)(b) of the DPA;
  - d) Handling of complaint processes - registration and processing of reported complaints and grievances, as well as defense against possible claims or investigation of claims on the basis of Article 6(1)(f) of the RODO, which is the legitimate interest of the Service Provider;
  - e) use of the data for statistical, analytical and reporting purposes on the basis of the Service Provider's legitimate interest, i.e. to improve the quality of services and customize them to users' needs on the basis of Article 6(1)(f) of the RODO, which is the administrator's legitimate interest;
  - f) use for accounting, bookkeeping, tax and other purposes related to the performance of legal obligations on the basis of Article 6(1)(c) of the RODO, in conjunction with Article 86(1) of the Tax Ordinance Act of August 29, 1997, in conjunction with Art. 106e and 106g of the Value Added Tax Act of March 11, 2004, in conjunction with Article 9(1) of the Corporate Income Tax Act of February 15, 1992, in conjunction with Article 71(1) of the Accounting Act of September 29, 1994;
- 2) to fulfill the Administrator's legal obligations, including in the area of anti-money laundering and anti-terrorist financing (AML);
- 3) conducting marketing activities - marketing the Administrator's products/services on the basis of Article 6(1)(a) and (f) of the RODO, which is the Administrator's legitimate interest;
- 4) Use of telecommunications terminal equipment and automatic calling systems for marketing purposes.

#### **9.7 Data profiling**

The processing of personal data includes profiling Users on their behavior, interests, payment reliability and shopping preferences. Based on profiling, content is provided to Users that may potentially be of interest to them.

#### **9.8 Data sharing**

In order to perform the Agreement, the Service Provider may share the collected personal data with entities including: employees, associates, courier companies, operators of online payment systems, entities providing operational, legal, accounting and IT services to the Service Provider, as well as entities related to the Service Provider personally or by capital. In such cases, the amount of information provided is limited to the required minimum.

#### **9.9 Traffic analysis**

The Service Provider declares that it is entitled to use tools for analyzing traffic on the Site, such as Google Analytics and other similar tools. In particular, the Service Provider is entitled to collect information about the User's activity and behavior, such as visiting the Site and using the services. The Service Provider uses the data for the purpose of market research and traffic on the Service, as well as to create statistics, in particular to assess interest in the posted content, as well as to improve the Service and to comply with obligations in the field of anti-money laundering and terrorist financing. The collected data is processed anonymously and used only for statistical purposes or to ensure proper use of the Service.

#### **9.10. data retention period**

The storage period for personal data depends on the purpose for which the processing is carried out. The specific rules for data retention periods are described below:

- 1) for the purpose of contract execution - for the duration of the contract and post-contract settlements;
- 2) for the purpose of handling claims processes - until the expiration of claims under the contract will usually be a period of 2 years;
- 3) For marketing activities - until you revoke your consent or object;
- 4) for the use of data for statistical, analytical and reporting purposes - for the duration of the contract, and thereafter for no longer than the period after which the statute of limitations for claims under the contract will expire - this will usually be a period of 3 years;
- 5) for the purpose of fulfilling accounting, bookkeeping, tax and other legal obligations - no longer than for a period of 5 years from the end of the Roadmap year in which the tax obligation arose.

#### **9.11 Termination of services**

After the User terminates the Agreement, the Service Provider will not process the User's personal data except:

- 1) statements made by the User against these Regulations;
- 2) purposes of advertising, market research and behavior for the purpose of improving the quality of services provided;
- 3) clarification of circumstances contrary to these regulations or the right to use the site or the services offered within the site;
- 4) permitted to be processed on the basis of the concluded agreement or separate legal regulations.

#### **9.12 User Rights**

The Service Provider shall ensure that the rules it adopts for the processing of personal data provide all Users with the exercise of their rights under the Act from the relevant legislation, in particular:

- 1) withdrawal of Users' consent where the Administrator has obtained such consent to process personal data (with the proviso that such withdrawal will not affect the lawfulness of data processing performed prior to withdrawal);
- 2) request the erasure of personal data; on this basis, you can request the erasure of data whose processing is no longer necessary to carry out any of the purposes for which they were collected;
- 3) A request for restriction of processing of Users' personal data - if such a request is made, the Administrator shall cease performing operations on personal data - except for operations consented to by the data subject - and their storage, in accordance with the adopted retention rules or until the reasons for restriction of data processing cease;
- 4) to object - the data subject may object at any time - for reasons related to his/her particular situation - to the processing of personal data that is carried out on the basis of the legitimate interests of the Controller (e.g. for analytical or statistical purposes); the objection in this regard should contain a justification;
- 5) transfer of data - on this basis - to the extent that the data are processed by automated means in connection with a contract concluded or consent given - the Administrator shall issue the data provided by the subject in a computer-readable format. It is also possible to request that the data be sent to another entity, provided, however, that there are technical capabilities in this regard both on the part of the Administrator and the designated entity;
- 6) lodge a complaint with the Office for Personal Data Protection - if the processing of Personal Data is deemed to violate the provisions of the RODO or other data protection laws, the Data Subject may lodge a complaint with the supervisory authority for the processing of Personal Data having jurisdiction over the Data Subject's habitual place of residence, place of work or place where the alleged violation was committed. In Poland, the supervisory authority is the President of the Office for Personal Data Protection.

### 9.13 Scope of data

The Service Provider processes or may process Users' personal data, according to the data provided by the individual User, including, in particular, identification and contact data.

### 9.14 Browsing the Service

Browsing the content of the Website does not require the User to provide personal data, unless access to particular services or content is conditioned on the User providing such data.

### 9.15 Data processing rules

The Service Provider adheres to the following principles of personal data processing:

- 1) fixes the collected personal data only on such information carriers that are protected from access by third parties;
- 2) reports personal data sets or appoints persons to perform the required duties in this regard;
- 3) performs supervision of the security of personal data throughout the period of their possession in a manner that ensures, in particular, protection against unauthorized access, damage, destruction or loss;
- 4) provides personal data to authorized entities only on the basis of applicable laws;
- 5) maintains the confidentiality of personal information.

The personal data processed by the Service Provider shall not be made available externally in a form that would allow any identification of Users, unless the User has given his/her consent or if the obligation to make the collected information available arises from applicable laws.

**BROWSING THE SITE DOES NOT REQUIRE PROVIDING PERSONAL DATA, UNLESS ACCESS TO PARTICULAR CONTENT OR SERVICES IS CONDITIONED ON PROVIDING SUCH DATA**

## §10. COOKIE POLICY

### 10.1 Types of cookies

The service provider may use the following types of cookies in the platform and application:

- a) temporary, which are deleted when you leave the site or shut down your web browser,
- b) permanent, which are stored on the User's terminal device for an indefinite period of time, or until the User removes them on his/her own,
- c) statistics to track platform traffic,
- d) Functional, enabling personalization of the site in relation to the User,
- e) advertising, enabling the delivery of content tailored to the User's personal preferences,
- f) necessary and security, concerning the maintenance of security rules within the operation of the Service.

### 10.2 Use of cookies

Cookies are used in the following ways:

Cookie name	Description of the purpose of the cookie	Origin of the cookie	Type	Expiration period
<b>Necessary cookies</b>				
__cf_bm	This cookie is used to distinguish between humans and bots. It is	myfonts.net	HTTP	1 day

	needed for the website to make correct reports on website usage.			
<b>CONSENT</b>	Used to detect whether a visitor has accepted marketing consents in a cookie banner. This cookie is necessary to make the website compliant with the requirements of the RODO.	youtube.com	HTTP	2 years
<b>test_cookie</b>	It is used to check whether the user's browser supports cookies.	doubleclick.net	HTTP	1 day
<b>rc::c</b>	Used in the context of video advertising. The cookie limits the number of times a visitor can see the same advertising content. The cookie is also used to ensure that the video ad is relevant to a particular visitor.	google.com	HTML	Session
<b>Marketing cookies</b>				
<b>IDE</b>	Used by Google DoubleClick to record and reporting user activities website after viewing or clicking on one of ads advertisers in purpose of measurement effectiveness advertisements and presentations user targeted Ads.	doubleclick.net	HTTP	1 year
<b>VISITOR_INFO1_LIVE</b>	He is trying to estimate throughput users on pages with integrated YouTube videos.	youtube.com	HTTP	179 days
<b>YSC</b>	Registers a unique	youtube.com	HTTP	Session

	identifier to keep statistics concerning films YouTube video, that he saw user.			
<b>yt.innertube::nextId</b>	Registers a unique identifier to keep statistics concerning films YouTube video, that he saw user.	youtube.com	HTML	Sustainable
<b>yt.innertube::requests</b>	Registers a unique identifier to keep statistics concerning films YouTube video, that he saw user.	youtube.com	HTML	Sustainable
<b>yt-remote-cast-installed</b>	Stores preferences video player user behind with the help of the inmate YouTube video.	youtube.com	HTML	Session
<b>yt-remote-connected-devices</b>	Stores preferences video player user behind with the help of the inmate YouTube video.	youtube.com	HTML	Sustainable
<b>yt-remote-device-id</b>	Stores preferences video player user behind with the help of the inmate YouTube video.	youtube.com	HTML	Sustainable
<b>yt-remote-fast-checkperiod</b>	Stores preferences video player user behind with the help of the inmate YouTube video.	youtube.com	HTML	Session
<b>yt-remote-session-app</b>	Stores preferences video player user by means of an embedded YouTube video.	youtube.com	HTML	Session
<b>yt-remote-sessionname</b>	Stores preferences	youtube.com	HTML	Session

	video player user behind with the help of the inmate YouTube video.			
<b>_fbp</b>	Used by Facebook to deliver a series of advertising products, such as real-time bidding from third-party advertisers.	facebook.com	HTTP	3 months
<b>li_gc</b>	Stores the state of user cookie consent for the current domain	linkedin.com	HTTP	2 years
<b>_gcl_au</b>	Used by Google AdSense to experiment with the effectiveness of ads on sites using their services.	google.com	HTTP	3 months
<b>_ga</b>	Registers a unique identifier that is used to generate statistical data about how the user uses the site.	google.com	HTTP	2 years

### 10.3 Purposes of use

The service provider uses cookies for the following purposes:

- To optimize and increase the efficiency and quality of services provided,
- correct configuration of the features offered in the platform and applications,
- personalize the content displayed and tailor ads to visitors to the platform and application,
- maintain, after logging in, the User's session in the platform and application, so that the User does not have to re-enter his/her login and password on each sub-page,
- Ensure the security and reliability of the platform and applications,
- collecting and using general, as well as publicly visible, static data through analytical tools.

### 10.4 Analysis

To ensure the highest possible quality, cookies are analyzed to determine which subpages are visited most often, which web browsers are used by visitors, and whether the site structure is error-free.

### 10.5 Google Analytics

This service from Google Inc. is an analytics tool that stores information in cookies to generate statistics about traffic on the Site. This feature is not necessary for browsing and is used to monitor the performance of the Site and improve it. When using Google Analytics, the Administrator does not process any personal data or other identifiers useful for indirect identification (e.g. IP Address) of data subjects. However, this does not mean that personal data is not processed by Google Inc. the controller of Google Analytics. The main cookie used by Google Analytics is the **\_ga** file. More information on the types of cookies used by Google Inc. can be found here: <https://policies.google.com/technologies/types?hl=pl>

### 10.6 Cooperation with entities

Cookies placed on the User's terminal device may also be used by other entities that affect the quality of the Services offered. The User may independently and at any time change the settings regarding cookies, specifying the conditions for storing and accessing cookies on the User's device. The User may change the settings referred to in the preceding sentence through the settings of his/her Internet browser or through the configuration of the Service. These settings can be changed in such a way as to block the automatic handling of cookies in the settings of your web browser or inform you each time cookies are placed on your device.

**THE SERVICE PROVIDER ANALYZES COOKIES ON AN ONGOING BASIS TO DETERMINE WHICH SERVICES ARE OF GREATEST INTEREST TO USERS**

### **10.7 User Rights**

The User may delete cookies at any time using the available functions in the Internet browser he/she uses. Restricting or blocking cookies by the web browser used by the User does not result in the inability to participate in the Website, however, it may cause difficulties or irregularities in its functioning, for which the Service Provider is not responsible. It is recommended to use software with cookies enabled.

### **10.8 Disabling cookies in your browser**

The user can disable cookies in the browser:

- [Opera browser](#)
- [Firefox browser](#)
- [Chrome browser](#)
- [Internet Explorer browser](#)
- [Safari browser](#)

### **10.9 Disabling cookies on mobile devices**

Users can disable cookies on their mobile device:

- [Android](#)
- [iOS](#)
- [Windows Phone](#)

## **§11. ADDITIONAL INFORMATION ABOUT SERVICES**

### **11.1 Operation of the system**

The Service Provider shall ensure the operation of the information and communication system it uses in such a way that any User may terminate the use of the services free of charge at any time.

### **11.2 Cryptographic techniques**

The Service Provider shall ensure the operation of the information and communication system it uses in a manner that prevents unauthorized access to the content of the message comprising the services, in particular using cryptographic techniques.

### **11.3 Competent entity**

The Service Provider shall ensure unambiguous identification of the parties to the service and shall exercise due diligence to assure the User about the relevant entity that offers the product or service available on the Website.

### **11.4 Technical risk**

The service provider stipulates that the use of the services may involve technical risks, classic for the use of an information system. Users should protect their electronic connections and devices from unauthorized access, including, in particular, the installation of anti-virus software.

### **11.5 Function and purpose of the software**

Up-to-date information about the function and purpose of software or data that are not a component of the content of the service, entered into the information and communication system used by the User (cookies) is contained in the Privacy Policy of the Service.

## **§12. FINAL PROVISIONS**

### **12.1 Amendment of the regulations**

The service provider has the right to change the regulations, at any time for reasons related to changes in the nature of the services or technical conditions for the provision of services, as well as in the situation:

**THE SERVICE PROVIDER  
HAS THE RIGHT TO  
AMEND THESE  
REGULATIONS**

- 1) changes in laws directly affecting the content of the Regulations;
- 2) The imposition of certain obligations by state authorities;
- 3) To improve the operation of the Service and service to Users;
- 4) To improve the protection of Users' privacy;
- 5) privacy policy changes;
- 6) abuse prevention;
- 7) When security considerations require it;
- 8) Changes in the scope of services provided, including the introduction of new ones;
- 9) editorial changes.

The content of the changes and information about the change in the regulations will be sent to the User by email to the User's address provided on the Service or will be communicated on the Service to the User. The Service will introduce the possibility of verifying previous versions of the regulations with the indication of the time frame of each version and downloading the content of the regulations.

**12.2 Applicability of regulations**

The lack of legal basis or incompleteness of any of the clauses contained in these Regulations does not mean that the entire Regulations lose their legal force. The provisions shall be changed to those that best reflect its meaning and purpose of the existing provisions.

**12.3 Taxation**

**TAXATION**

The User is obliged to determine in what manner and according to what law taxation will occur, in connection with the acquisition of Tokens by him, and to pay them, if any, to the competent tax authorities. The Service Provider shall not be liable for incorrect tax settlement of an individual User, due to his acquisition of Tokens.

**12.4 Disputes**

The provisions of these Regulations and any disputes between the Service Provider and the User shall be governed by the applicable law of the country in which the Service Provider is located and the jurisdiction of the courts having jurisdiction over the Service Provider's registered office, unless it is not permissible under local law due to the fact that the User has the status of a consumer, in which case disputes shall be resolved by the Court of local and material jurisdiction in accordance with the provisions of applicable law.

**12.5 Conversions and assignments**

The User acknowledges and accepts that the Service Provider may transfer the rights and obligations arising from the implementation of the provisions of these Regulations to another entity, person or third parties, including the transfer of rights and obligations to another newly formed company as a result of transformation or change of the company of the Service Provider through which the services are provided. This does not release the existing Service Provider from joint and several liability for obligations to Users.

**12.6 Suspension and termination of services**

The Service Provider has the right to temporarily or permanently discontinue or limit the provision of services. In particular, the Service Provider is entitled to carry out work to restore the security and stability of the ICT system.